

**SUMMONS**  
**(CITACION JUDICIAL)**

COPY

SUM-100

**NOTICE TO DEFENDANT: ISLAMIC CENTER, NORTHRIDGE, a**  
**(AVISO AL DEMANDADO):** California nonprofit corporation;  
MAHMOOD PAYIND; an individual; SAJID MAHMUD, an  
individual; AMIR BASHAR, an individual; MUKHTAR AHMAD, an  
individual; FAHIM H. KHALIL, an individual; ZULFIQAR ALI  
KHAN, an individual; MOHAMMAD NASIM ZAMANI, an individual;  
QAZI FAZLULLAH, an individual; QARI YOUSUF, an individual;  
and DOES 1 through 100, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:**

**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

SHAHZAD M. QUDDUSI, an individual;  
Additional Parties Attachment form is attached.

FOR COURT USE ONLY  
**CONFIRMED COPY**  
**OF ORIGINAL FILED**  
Los Angeles Superior Court

MAR 09 2010

John A. Clarke, Executive Officer/Clerk  
By Dorothy Swain, Deputy  
DOROTHY SWAIN

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):

Superior Court of California County of Los Angeles  
111 North Hill Street  
Los Angeles, CA 90012  
Central District - Stanley Mosk Courthouse

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

JAMES K. ULWELLING, ESQ. (SBN 173617) (714) 384-6650 (714) 384-6651  
OMAR A. SIDDIQUI, ESQ. (SBN 213581)  
ULWELLING | SIDDIQUI LLP

695 Town Center Drive, Suite 700 Costa Mesa, California 92626

DATE: MAR 09 2010 Clerk, by John A. Clarke, Deputy  
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):  
3. ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☐ by personal delivery on (date):

Page 1 of 1

SHORT TITLE: Quddusi, et al. v. Islamic Center,  
Northridge, et al.

CASE NUMBER:

### INSTRUCTIONS FOR USE

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☒ Plaintiff    ☐ Defendant    ☐ Cross-Complainant    ☐ Cross-Defendant

SYED MUKHTAR, an individual; AHTESHAM ASIF, an individual;  
ASIF ANSARI, an individual; FAZAL CHAUDHRY, an individual; IBRAHIM SYED, an individual; INTEKHAB I. SHAIKH, an individual; ISHRAT SIDDIQUI, an individual; ISRAR SYED, an individual; MATRAJ AHMED, an individual;  
MANZAR QURESHI, an individual; MASOOD RANA, an individual; MOHAMMAD A. HYE, an individual; MOHAMMAD ANWAR, an individual; MOHAMMAD RIAZ, an individual; MOHAMMAD SAFIR, an individual; MOHAMMED A.W. KHAN, an individual; MOHAMMED GHAZNAVI, an individual; MOHAMMED ISHTIAQ, an individual; MUHAMMAD KHALID KHAN, an individual; MOBIN QAISER, an individual; NURUZ JAMAN, an individual; NOOR MOHAMMED KARIM, an individual; PERVEZ ASLAM, an individual; PERVEZ MAHMUD, an individual; RANA IFTIKHAR AHMAD, an individual; SHAHAB UD DIN, an individual; SYED KAZI, an individual; and TASWEER HAYAT, an individual; on behalf of themselves and, as a derivative action, on behalf of ISLAMIC CENTER, NORTHRIDGE;

COPY

CONFORMED COPY  
OF ORIGINAL FILED  
Los Angeles Superior Court

MAR 09 2010

John A. Clarke, Executive Officer/Clerk  
By Benjamin Swain, Deputy

JAMES K. ULWELLING, ESQ. (SBN 173617)  
DANIEL M. JOSEPHSON (SBN 245895)  
ANNIE VENTOCILLA, ESQ. (SBN 249719)  
OMAR A. SIDDIQUI, ESQ. (SBN 213581)  
ULWELLING | SIDDIQUI LLP  
Park Tower, Suite 700  
695 Town Center Drive  
Costa Mesa, California 92626  
Telephone: (714) 384-6650  
Facsimile: (714) 384-6651  
[julwelling@usllp.com](mailto:julwelling@usllp.com)  
[djosephson@usllp.com](mailto:djosephson@usllp.com)  
[aventocilla@usllp.com](mailto:aventocilla@usllp.com)  
[osiddiqui@usllp.com](mailto:osiddiqui@usllp.com)

Attorneys for Plaintiffs,  
SHAHZAD M. QUDDUSI; SYED MUKHTAR;  
AHTESHAM ASIF; ASIF ANSARI; FAZAL  
CHAUDHRY; IBRAHIM SYED; INTEKHAB I.  
SHAIKH; ISHRAT SIDDIQUI; ISRAR SYED;  
MAIRAJ AHMED; MANZAR QURESHI; MASOOD  
RANA; MOHAMMAD A. HYE; MOHAMMAD  
ANWAR; MOHAMMAD RIAZ; MOHAMMAD  
SAFIR; ; MOHAMMED A.W. KHAN; MOHAMMED  
GHAZNAVI; MOHAMMED ISHTIAQ; MUHAMMAD  
KHALID KHAN; MOBIN KAISER; NURUZ JAMAN;  
NOOR MOHAMMED KARIM; PERVEZ ASLAM;  
PERVEZ MAHMUD; RANA IFTIKHAR AHMAD;  
SHAHAB UD DIN; SYED KAZI; and TASWEER  
HAYAT; on behalf of themselves and, as a derivative  
action, on behalf of ISLAMIC CENTER,  
NORTHRIDGE

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT  
BC433463

SHAHZAD M. QUDDUSI, an individual;  
SYED MUKHTAR, an individual;  
AHTESHAM ASIF, an individual;  
ASIF ANSARI, an individual;  
FAZAL CHAUDHRY, an individual;  
IBRAHIM SYED, an individual;  
INTEKHAB I. SHAIKH, an individual;  
ISHRAT SIDDIQUI, an individual;  
ISRAR SYED, an individual;  
MAIRAJ AHMED, an individual;  
MANZAR QURESHI, an individual;  
MASOOD RANA, an individual;  
MOHAMMAD A. HYE, an individual;  
MOHAMMAD ANWAR, an individual;  
MOHAMMAD RIAZ, an individual;  
MOHAMMAD SAFIR, an individual;  
MOHAMMED A.W. KHAN, an individual;

CASE NO.:

[COMPLEX CASE; CA Rule of Court 3.400]

COMPLAINT FOR:

- (1) STATUTORY VIOLATIONS OF CALIFORNIA NONPROFIT CORPORATION LAW
- (2) REQUEST FOR APPOINTMENT OF RECEIVER;
- (3) AN ACCOUNTING;
- (4) DECLARATORY RELIEF (AS TO MEMBERSHIP STATUS OF PLAINTIFFS);
- (5) DECLARATORY RELIEF (AS TO MEMBERSHIP CRITERIA);

MOHAMMED GHAZNAVI, an individual;  
MOHAMMED ISHTIAQ, an individual;  
MUHAMMAD KHALID KHAN, an individual;  
MOBIN QAISER, an individual;  
NURUZ JAMAN, an individual;  
NOOR MOHAMMED KARIM, an individual;  
PERVEZ ASLAM, an individual;  
PERVEZ MAHMUD, an individual;  
RANA IFTIKHAR AHMAD, an individual;  
SHAHAB UD DIN, an individual;  
SYED KAZI, an individual; and  
TASWEER HAYAT, an individual; on behalf  
of themselves and, as a derivative action, on  
behalf of ISLAMIC CENTER, NORTHRIDGE;

Plaintiffs,

vs.

ISLAMIC CENTER, NORTHRIDGE, a  
California nonprofit corporation;  
MAHMOOD PAYIND; an individual;  
SAJID MAHMUD, an individual;  
AMIR BASHAR, an individual;  
MUKHTAR AHMAD, an individual;  
FAHIM H. KHALIL, an individual;  
ZULFIQAR ALI KHAN, an individual;  
MOHAMMAD NASIM ZAMANI, an  
individual;  
QAZI FAZLULLAH, an individual;  
QARI YOUSUF, an individual;  
and DOES 1 through 100, inclusive,

Defendants.

- (6) DECLARATORY RELIEF (AS TO CORPORATE BYLAWS);
- (7) REFORMATION OF CORPORATE BYLAWS;
- (8) CONVERSION;
- (9) UNJUST ENRICHMENT;
- (10) BREACH OF EMPLOYMENT CONTRACT;
- (11) BREACH OF FIDUCIARY DUTY;
- (12) BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;
- (13) NEGLIGENCE;
- (14) ASSAULT (COUNT 1);
- (15) ASSAULT (COUNT 2);
- (16) BATTERY;
- (17) FALSE IMPRISONMENT;
- (18) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS; and
- (19) CIVIL CONSPIRACY

[DEMAND FOR JURY TRIAL]

Plaintiffs SHAHZAD M. QUDDUSI, an individual; SYED MUKHTAR, an individual;  
AHTESHAM ASIF, an individual; ASIF ANSARI, an individual; FAZAL CHAUDHRY, an  
individual; IBRAHIM SYED, an individual; INTEKHAB I. SHAIKH, an individual; ISHRAT  
SIDDIQUI, an individual; ISRAR SYED, an individual; MAIRAJ AHMED, an individual;  
MANZAR QURESHI, an individual; MASOOD RANA, an individual; MOHAMMAD A. HYE, an  
individual; MOHAMMAD ANWAR, an individual; MOHAMMAD RIAZ, an individual;  
MOHAMMAD SAFIR, an individual; MOHAMMED A.W. KHAN, an individual; MOHAMMED  
GHAZNAVI, an individual; MOHAMMED ISHTIAQ, an individual; MUHAMMAD KHALID  
KHAN, an individual; MOBIN QAISER, an individual; NURUZ JAMAN, an individual; NOOR

1 MOHAMMED KARIM, an individual; PERVEZ ASLAM, an individual; PERVEZ MAHMUD, an  
2 individual; RANA IFTIKHAR AHMAD, an individual; SHAHAB UD DIN, an individual; SYED  
3 KAZI, an individual; and TASWEER HAYAT, an individual; on behalf of themselves and, as a  
4 derivative action, on behalf of ISLAMIC CENTER, NORTHRIDGE, allege as follows:

5  
6 **GENERAL ALLEGATIONS**

7 1. Plaintiffs, SHAHZAD M. QUDDUSI; SYED MUKHTAR; AHTESHAM ASIF;  
8 ASIF ANSARI; FAZAL CHAUDHRY; IBRAHIM SYED; INTEKHAB I. SHAIKH; ISHRAT  
9 SIDDIQUI; ISRAR SYED; MAIRAJ AHMED; MANZAR QURESHI; MASOOD RANA;  
10 MOHAMMAD A. HYE; MOHAMMAD ANWAR; MOHAMMAD RIAZ; MOHAMMAD  
11 SAFIR; MOHAMMED A.W. KHAN; MOHAMMED GHAZNAVI; MOHAMMED ISHTIAQ;  
12 MUHAMMAD KHALID KHAN; MOBIN QAISER; NURUZ JAMAN; NOOR MOHAMMED  
13 KARIM; PERVEZ ASLAM; PERVEZ MAHMUD; RANA IFTIKHAR AHMAD; SHAHAB UD  
14 DIN; SYED KAZI; and TASWEER HAYAT (collectively, "Plaintiffs"), are individuals residing in  
15 the County of Los Angeles, State of California. Plaintiffs are of the Islamic faith and are members  
16 of ISLAMIC CENTER, NORTHRIDGE.

17 2. Defendant ISLAMIC CENTER, NORTHRIDGE ("ICN") is a California nonprofit  
18 corporation formed for religious, education and charitable purposes, with its principal place of  
19 business located at 11439 Encino Avenue, City of Granada Hills, County of Los Angeles. ICN is a  
20 nominal defendant whose presence in this litigation is necessary because its rights are to be  
21 adjudicated herein, and this Court would have no jurisdiction to adjudicate such rights in its  
22 absence.

23 3. Defendant SAJID MAHMUD is purportedly a director of ICN. On information and  
24 belief, Plaintiffs allege that Defendant SAJID MAHMUD, as stated in ICN's Statement of  
25 Information dated May 30, 2008, is an individual residing in the City of Simi Valley, County of  
26 Ventura, State of California. Defendant SAJID MAHMUD may have relocated since that time to  
27 the City of Scottsdale, State of Arizona.

28 4. Defendant AMIR BASHAR is purportedly a director of ICN. Defendant AMIR

1 BASHAR is an individual residing in the City of Granada Hills, County of Los Angeles, State of  
2 California.

3 5. Defendant MAHMOOD PAYIND is purportedly a director of ICN. On information  
4 and belief, Defendant MAHMOOD PAYIND is an individual residing in the County of Los  
5 Angeles, State of California.

6 6. Defendant MUKHTAR AHMAD is purportedly a director of ICN. Defendant  
7 MUKHTAR AHMAD is an individual residing in the City of Sherman Oaks, County of Los  
8 Angeles, State of California.

9 7. Defendant FAHIM H. KHALIL is purportedly a director of ICN. Defendant FAHIM  
10 H. KHALIL is an individual residing in the City of Canoga Park, County of Los Angeles, State of  
11 California.

12 8. Defendant ZULFIQAR ALI KHAN is purportedly a director of ICN. Defendant  
13 ZULFIQAR ALI KHAN is an individual residing in the City of Granada Hills, County of Los  
14 Angeles, State of California. Collectively, the above-described directors shall be referred to as the  
15 "Director Defendants."

16 9. Defendant MOHAMMAD NASIM ZAMANI is purportedly an agent of the ICN  
17 Director Defendant(s) and/or Defendant QAZI FAZLULLAH. Defendant MOHAMMAD NASIM  
18 ZAMANI is an individual residing in the City of West Hills, County of Los Angeles, State of  
19 California.

20 10. Defendant QAZI FAZLULLAH is an employee of ICN who serves as the Religious  
21 Director, or Imam, of ICN's Granada Hills mosque. Defendant QAZI FAZLULLAH is an  
22 individual residing in the City of Granada Hills, County of Los Angeles, State of California.  
23 Defendant QAZI FAZLULLAH is also ICN's registered agent for service of process.

24 11. Defendant QARI YOUSUF is an employee of ICN who serves as the Religious  
25 Director of ICN's Tampa Avenue mosque in Northridge, California. Defendant QARI YOUSUF is  
26 an individual residing in the City of Northridge, County of Los Angeles, State of California.

27 12. The true names and capacities, whether individual, corporate, associate,  
28 representative, partnership, or otherwise, of Defendants named herein as DOES 1 through 100,

1 inclusive, are unknown to Plaintiffs who therefore sue said Defendants by such fictitious names.  
2 Plaintiffs will amend this Complaint to show their true names and capacities when the same have  
3 been ascertained.

4 13. Plaintiffs are informed and believe, and thereon allege, that each of the fictitiously  
5 named DOE Defendants performed, participated in, and/or abetted the acts alleged herein, and are  
6 responsible in some manner for the occurrences herein alleged, and that Plaintiffs' damages herein  
7 alleged were legally caused by those Defendants, among others.

8 14. Plaintiffs are informed and believe, and thereon allege, that at all times mentioned  
9 herein, the Defendants, including DOES 1 through 100, and each of them, were agents, servants,  
10 employees, or affiliates of other Defendants and in doing the things alleged herein were acting in  
11 the course and scope of the authority of such agency, service, employment, affiliation, or with the  
12 permission, knowledge, approval and consent of the other Defendants in that each and every act of  
13 each said Defendant was ratified by the others. Plaintiffs are informed and believe, and thereon  
14 allege, that each of the DOE Defendants is responsible in some manner for the occurrences herein  
15 alleged, and that Plaintiffs' damages as herein alleged were legally caused by the Defendants,  
16 among others.

17 15. Plaintiffs bring the following causes of action in a derivative capacity as ICN  
18 members, seeking recovery on behalf of ICN: No. 1 – Statutory Violations of California Nonprofit  
19 Corporation Law; No. 2 – Request for Appointment of Receiver; No. 3 – An Accounting; No. 4 –  
20 Declaratory Relief (as to Membership Status of Plaintiffs); No. 5 – Declaratory Relief (as to  
21 Membership Criteria); No. 6 – Declaratory Relief (as to Corporate Bylaws); No. 7 – Reformation of  
22 Corporate Bylaws; No. 8 – Conversion, No. 9 – Unjust Enrichment; No. 10 – Breach of  
23 Employment Contract; No. 11 – Breach of Fiduciary Duty; No. 12 – Breach of the Implied  
24 Covenant of Good Faith and Fair Dealing; No. 13 – Negligence; and No. 19 – Civil Conspiracy.

25 16. No demand to ICN's purported Board of Directors was made, because such demand  
26 would have been futile. As detailed herein, the nature and history of the dispute between the parties  
27 demonstrates that such demand would be futile.

28 17. Venue is proper because ICN's principal place of business is located within this

1 judicial district and several of the defendants reside within this judicial district.

2  
3 **COMMON FACTUAL ALLEGATIONS**

4 18. ICN was initially formed in 1977 under the name Muslim Association of Los  
5 Angeles. In 1989, the Articles of Incorporation were amended to change the corporation's name  
6 from Muslim Association of Los Angeles to Islamic Center, Northridge. A certified copy of the  
7 Articles of Incorporation, filed with the California Secretary of State on or about March 11, 1977, is  
8 attached hereto as **Exhibit A** and incorporated by this reference.

9 19. The status of ICN's bylaws is uncertain. Plaintiffs to date have been unable to obtain  
10 a copy of the original bylaws, if such bylaws exist. On information and belief, Plaintiffs allege that  
11 ICN's bylaws were amended in their entirety on or about January 21, 1979; that additional  
12 piecemeal amendments were made to Article IV (relating to membership rights); and that election  
13 rules and procedures were adopted. A true and correct copy of a document reflecting what  
14 Plaintiffs believe to be the operative bylaws, including election rules, is attached hereto as **Exhibit**  
15 **B** and incorporated by this reference. Plaintiffs are uncertain as to whether ICN ever caused the  
16 documents reflected in Exhibit B to be duly approved by ICN's membership or to be executed by  
17 any corporate officer.

18 20. In or about June 2003, a further amendment to ICN's bylaws was proposed. A true  
19 and correct copy of the June 2003 draft bylaws is attached hereto as **Exhibit C** and incorporated by  
20 this reference. On information and belief, Plaintiffs allege that said draft bylaws were not prepared  
21 by an attorney. The "disclaimer" on the cover page states in pertinent part: "The author of this  
22 document has no qualification to write this valuable and critical document. In fact, he merely  
23 copied and mingled the by-laws from Islamic Center of Southern California (Vermont), Muslim  
24 Association of Los Angeles (dated 1/21/1979) and some recently adopted Amendments by the  
25 Islamic Center Northridge. This task is normally designated for lawyers." On information and  
26 belief, Plaintiffs allege that the June 2003 draft bylaws were never duly approved or adopted.

27 21. ICN owns and operates two mosques, one located at 11439 Encino Avenue, Granada  
28 Hills, California (the "Granada Hills Mosque"), and the other located at 8424 Tampa Avenue,



1 Northridge, California (the "Tampa Mosque"). Additionally, ICN owns three residential dwellings:  
2 one located at 11439 Encino Avenue, Granada Hills, adjacent to the Granada Hills Mosque; the  
3 second located at 17544 Rinaldi Street, Granada Hills, near the Granada Hills Mosque; and the third  
4 located at 8427 Sylvia Avenue, Northridge, near the Tampa Mosque. Both the Granada Hills  
5 Mosque and the Tampa Mosque were designed, funded and built by Plaintiffs and other members of  
6 ICN and the Islamic community in and around the San Fernando Valley.

7 22. Within the last sixteen years, ICN hired Defendant QAZI FAZLULLAH, who  
8 originally emigrated from Pakistan, to serve as ICN's Religious Director. Soon thereafter, ICN  
9 hired Defendant QARI YOUSUF, also a Pakistani native. QAZI FAZLULLAH began serving as the  
10 Religious Director of the Granada Hills Mosque, which was constructed in approximately 2000.  
11 QARI YOUSUF began serving as the Religious Director of the Tampa Mosque.

12 23. Defendant QAZI FAZLULLAH resides on a subsidized basis in the ICN-owned  
13 residence on Encino Avenue adjacent to the Granada Hills Mosque. Defendant QARI YOUSUF  
14 resides on a subsidized basis in the ICN-owned residence on Sylvia Avenue near the Tampa  
15 Mosque. On information and belief, Plaintiffs allege that Defendant QAZI FAZLULLAH rents out  
16 the ICN-owned home on Rinaldi Street to certain third-parties.

17 24. Defendant QAZI FAZLULLAH's and Defendant QARI YOUSUF's service as ICN  
18 employees began unremarkably. Over time, however, Defendants, and Defendant QAZI  
19 FAZLULLAH in particular, fueled by a vision of limiting access to ICN to hand-picked followers,  
20 began exerting increasing control and influence over ICN's affairs, finances, corporate governance  
21 and operations. This trend began to accelerate in recent years, to the point where Defendant QAZI  
22 FAZLULLAH, Defendant QARI YOUSUF, and their hand-selected loyalists and operatives, have  
23 effectively seized control of ICN from its membership.

24 25. In particular, Defendants, including, without limitation, the Director Defendants,  
25 QAZI FAZLULLAH, QARI YOUSUF and ICN, have engaged in the following practices, and  
26 continue to do so, including:

- 27 (a) failing, for at least the past four years, to hold corporate elections;  
28 (b) refusing to approve duly completed membership applications meeting ICN's

1 legitimate criteria for membership, instead choosing to approve applications selectively from  
2 those perceived to be "friendly" towards Defendant QAZI FAZLULLAH;

3 (c) failing to keep a record of ICN members reflecting their names and addresses and the  
4 class of membership held by each, and retaining completed membership applications  
5 indefinitely, with no explanation as to whether such applications have ever been accepted or  
6 rejected;

7 (d) arbitrarily changing ICN's membership application forms from time-to-time, thereby  
8 forcing existing members to "re-apply," providing a fresh opportunity to exclude those  
9 perceived by Defendants to be disloyal or undesirable;

10 (e) selecting, terminating and replacing new members of the Board of Directors at will,  
11 in order to perpetuate a circle of loyalty to QAZI FAZLULLAH and QARI YOUSUF,  
12 contrary to the rights of ICN members to elect directors;

13 (f) failing to ensure that the activities and affairs of the corporation are conducted, and  
14 all corporate powers are exercised, by or under the direction of Board of Directors, and  
15 instead permitting QAZI FAZLULLAH and QARI YOUSUF to exercise complete and  
16 unfettered control over the activities and affairs of the corporation;

17 (g) allowing directors to serve for a term in excess of one year, in the absence of any  
18 provision in the articles or the bylaws permitting such a term;

19 (h) refusing to permit members to inspect corporate bylaws at reasonable times during  
20 office hours, or at all, and failing to keep at the principal office of ICN a copy of the articles  
21 and bylaws as amended to date;

22 (i) ceasing ICN's long-standing practice of publishing offering or collection totals, and  
23 using donated funds in a manner contrary to the specific purpose for which the funds were  
24 contributed;

25 (j) refusing members' requests, both oral and written, to inspect and copy the record of  
26 all the members' names, addresses and voting rights at reasonable times, or at all;

27 (k) failing to keep minutes of the proceedings of ICN's members, board and committees  
28 of the board;

- 1 (l) failing to hold regular board meetings or to provide notice of meetings;
- 2 (m) failing to maintain corporate records adequate to show that ICN's operations did not
- 3 inure to the benefit of its officers or employees, as provided under 26 U.S.C.S. § 6001 or
- 4 other applicable law, thereby jeopardizing ICN's tax-exempt status;
- 5 (n) arbitrarily changing the fixed number of directors authorized by the articles or the
- 6 bylaws without gaining approval of the members to do so;
- 7 (o) making purported substantive changes to corporate bylaws without obtaining
- 8 membership approval;
- 9 (p) using corporate funds for personal gain by, among other things, performing a
- 10 remodeling project of QAZI FAZLULLAH's residence, and using corporate funds to pay
- 11 personal costs and expenses, including personal legal expenses;
- 12 (q) improperly denying membership status to long-standing ICN members who have
- 13 satisfied legitimate qualifications for membership;
- 14 (r) improperly collecting membership fees and donations in cash with no record of
- 15 collection, diverting such funds from their intended and proper use, refusing ICN members'
- 16 requests to use donated or contributed property in the manner, and for the purpose specified;
- 17 and failing to keep adequate and correct books and records of account;
- 18 (s) renting out ICN's Rinaldi Street property to friends and followers at below-market
- 19 rates, using the rents for improper purposes, and failing to account for such rents to ICN or
- 20 otherwise;
- 21 (t) acting in their own interests (self-dealing) rather than in the interests of the non-
- 22 profit religious corporation;
- 23 (u) completely abandoning all corporate requirements and formalities, such that ICN has
- 24 become a wholly dysfunctional entity, a sham under the complete control of Defendants
- 25 QAZI FAZLULLAH and QARI YOUSUF; and
- 26 (v) cultivating a divisive "us against them" culture and using strong-arm tactics, as
- 27 described further below, to quash dissent and silence objections within the ICN community.
- 28 26. In addition to the above-described acts and omissions relating to corporate

1 governance and control (or lack thereof), Defendants, and particularly Defendant QAZI  
2 FAZLULLAH and his agents, have engaged in a pattern and practice of threatening, intimidating  
3 and assaulting ICN members who question Defendants' decisions. Defendants' methods resemble  
4 Taliban-style tactics one might presume to exist only outside the boundaries of the United States.  
5 Incidents exemplifying such tactics include, without limitation, the following:

6 (a) In approximately September 2008, Plaintiff MANZAR QURESHI was called into an  
7 ICN office by Defendants ZULFIQAR and MAHMOOD (purportedly for a meeting) and  
8 was instead locked inside the office, against his will. Defendants ZULFIQAR and  
9 MAHMOOD threatened Plaintiff QURESHI with harm and told him that "[He] would not  
10 know what would happen to [him]" if he spoke poorly about Defendant FAZLULLAH. Up  
11 to that time, Plaintiff QURESHI had expressed concerns about the administration of ICN.  
12 Plaintiff QURESHI did not report the threat or the incident to the police because he was in  
13 fear for the safety of his family.

14 (b) In approximately December 2009, Plaintiff MOBIN QAISER was attacked by a  
15 crowd of approximately 20 to 30 followers of the Defendants, led by Defendant  
16 ZULFIQAR. Plaintiffs had attended prayers at the Tampa Mosque that day and were  
17 confronted with Defendants ZULFIQAR and FAHIM announcing the greatness of  
18 Defendant FAZLULLAH. When Plaintiff QAISER quietly disagreed, he was met with an  
19 angry crowd of Defendant FAZLULLAH's followers, led by Defendant ZULFIQAR.  
20 Defendants screamed, among other things: "We are going to kill a non-Muslim people!"  
21 and "Kill this bastard [Plaintiff QAISER]!" Plaintiff QAISER was pushed, bullied, teased,  
22 hit and injured in the mob's attack. The entire attack was witnessed by Plaintiff KHAN.  
23 Plaintiff QAISER subsequently filed a police report with the Los Angeles Police  
24 Department (LAPD) - Devonshire Station, regarding the incident. A true and correct copy of  
25 available portions of the report is attached as **Exhibit D** and incorporated by this reference.

26 (c) On or about the same day as the mob attack described above, at approximately  
27 6:35 p.m. in the evening, Plaintiff QAISER received a telephone call from Defendant QARI  
28 YOUSUF. Defendant YOUSUF interrogated Plaintiff QAISER about whom he had spoken

1 with at the Tampa Mosque that day and what had occurred. Defendant YOUSUF proceeded  
2 to defend the actions of the mob. Further, Defendant YOUSUF reminded Plaintiff QAISER  
3 that QAISER's friends had been beaten up in the past, and that those incidents could not be  
4 forgotten, suggesting that QAISER would be next. Defendant YOUSUF warned Plaintiff  
5 QAISER not to get involved with Defendant FAZULLAH.

6 (d) In approximately November 2009, Plaintiff QURESHI was followed by two men,  
7 alleged to be disciples of Defendant FAZLULLAH, while walking through a parking lot on  
8 ICN property. The two men approached closely and threatened to kill Plaintiff QURESHI if  
9 he continued to speak against Defendant FAZLULLAH. Plaintiff QURESHI reported this  
10 incident to the LAPD. A true and correct copy of a police report of said incident is attached  
11 hereto as **Exhibit E** and incorporated by this reference. Out of fear for his life, Plaintiff  
12 QURESHI no longer attends the ICN Granada Hills Mosque.

13 (e) On approximately May 4, 2009, an anonymous agent for Defendants left a voicemail  
14 message intended for Plaintiffs. The message stated, among other things, as follows: "We  
15 [Defendants] told you not to come around here. Be a ghost and disappear. We know where  
16 you live; we know where you work; we know everything about you. Trust me . . . don't  
17 fuck with us. We are Pashtuns. We *will* kill you." (The Pashtun people are the main ethnic  
18 contingent in the Taliban movement.)  
19

## 20 FIRST CAUSE OF ACTION

### 21 **STATUTORY VIOLATIONS OF CALIFORNIA NONPROFIT CORPORATION LAW** 22 **(Brought as a Derivative Action on behalf of Islamic Center, Northridge Against All Director** 23 **Defendants, the Islamic Center, Northridge and DOES 1-50, inclusive)**

24 27. Plaintiffs reallege paragraphs 1 through 26 above and incorporate them by this  
25 reference as though fully set forth herein.

26 28. By engaging in the wrongful conduct stated herein, the Director Defendants, the  
27 Islamic Center, Northridge and DOES 1-50, inclusive and each of them, violated numerous  
28 provisions of the California Corporations Code as follows:

1        Violation of Corporations Code § 9143

- 2        (a)       Defendants received certain property (money) from Plaintiffs in the form of  
3                   donations accompanied by an affirmative representation that such property would  
4                   be used for a specific purpose;
- 5        (b)       Defendants used such property in a manner contrary to the specific purpose for  
6                   which the property was contributed;
- 7        (c)       On information and belief, Plaintiffs notified Defendants that an action would be  
8                   brought unless Defendants took immediate steps to correct any improper  
9                   diversion of funds;
- 10       (d)       Defendants did not take any steps, immediate or otherwise, to correct the  
11                  improper diversion of funds in a manner consistent with the stated wishes of  
12                  Plaintiffs;
- 13       (e)       Plaintiffs have been damaged as a result of Defendants' improper diversion of  
14                  funds according to proof at trial.

15       Violation of Corporations Code § 9151

- 16       (a)       Except as otherwise provided in the articles or bylaws, once members have been  
17                  admitted, a bylaw specifying or changing a fixed number of directors, or the  
18                  maximum or minimum number of directors, or changing from a fixed to a  
19                  variable board or vice versa, may only be adopted by approval of the members;
- 20       (b)       Plaintiffs are informed and believe that, prior to the usurpation of ICN by  
21                  Defendants, the bylaws of ICN provided for a fixed number of directors;
- 22       (c)       For at least the past four years, the members of ICN did not at any time approve  
23                  any bylaw specifying or changing a fixed number of directors, any bylaw  
24                  specifying or changing the maximum or minimum number of directors; or any  
25                  bylaw specifying or changing the composition of the ICN Board from a fixed to a  
26                  variable board or vice versa;
- 27       (d)       Plaintiffs are informed and believe that Defendants improperly changed the  
28                  number of directors of ICN's Board without the authorization of ICN's members;

1 (e) Plaintiffs have been damaged as a result of Defendants' conduct according to  
2 proof at trial.

3 Violation of Corporations Code § 9160

4 (a) Every nonprofit religious corporation must keep at its principal office the original  
5 or a copy of its articles and bylaws as amended to date, which must be open to  
6 inspection by the members at all reasonable times during office hours;

7 (b) For at least the past four years, Defendants did not, and do not, keep any copy or  
8 original of ICN's articles or bylaws (as amended to date) in the principal office  
9 of ICN, as required;

10 (c) For at least the past four years, Defendants have refused to permit members to  
11 inspect corporate bylaws at reasonable times during office hours, or at all;

12 (d) Plaintiffs have been damaged as a result of Defendants' conduct according to  
13 proof at trial.

14 Violation of Corporations Code § 9210

15 (a) Each nonprofit religious corporation must have a board of directors;

16 (b) The activities and affairs of a corporation must be conducted and all corporate  
17 powers must be exercised by or under the direction of the board;

18 (c) Elections have not been conducted at ICN over at least the past four years;

19 (d) ICN presently has no authorized Board of Directors;

20 (e) Defendants have failed to hold regular board meetings and to provide proper  
21 notice of any such meetings;

22 (f) Defendants have abandoned all corporate requirements and formalities;

23 (g) Defendants QAZI FAZLULLAH and QARI YOUSUF have usurped complete  
24 control over the corporation, preventing any board from directing the activities of  
25 the corporation;

26 (h) Plaintiffs have been damaged as a result of Defendants' conduct according to  
27 proof at trial.

28 ///

1 Violation of Corporations Code § 9220(a)

- 2 (a) In the absence of any provision in the articles or bylaws, the term of directors of  
3 a nonprofit religious corporation shall be one year;  
4 (b) Plaintiffs are informed and believe that, for the reasons stated herein, Defendant  
5 ICN has no effective article or bylaw specifying the term of directors;  
6 (c) Defendants have allowed purported directors to serve for a term in excess of one  
7 year;  
8 (d) Plaintiffs have been damaged as a result of Defendants' conduct according to  
9 proof at trial.

10 Violation of Corporations Code § 9510(a)

- 11 (a) Every corporation must keep adequate and correct books and records of account;  
12 (b) Every corporation must keep minutes of the proceedings of its members, board  
13 and committees of the board;  
14 (c) Every corporation must keep a record of its members giving their names and  
15 addresses and the class of membership held by each;  
16 (d) Defendants have failed, and continue to fail, to keep books and records of  
17 account, minutes, and a record of members for at least the past four years;  
18 (e) Plaintiffs have been damaged as a result of Defendants' conduct according to  
19 proof at trial.

20 Violation of Corporations Code § 9414

- 21 (a) Plaintiff alleges that, based upon the allegations stated herein, it has become  
22 impractical and unduly difficult for a meeting of ICN's members, delegates or  
23 directors to be called or conducted, in the manner purportedly prescribed by its  
24 articles or bylaws;  
25 (b) The issuance of a Court Order has become necessary in order to call such a  
26 meeting in order to obtain a proper vote of the corporation's members.

27 ///

28 ///



1        Violation of Corporations Code § 9418

- 2        (a)        ICN is, and was at all times relevant herein, a corporation organized and existing  
3                   under the laws of the State of California;
- 4        (b)        Plaintiffs request that the Court take jurisdiction and supervise the election of a  
5                   board of directors of ICN in order to protect all parties in interest, as Defendants  
6                   have engaged in the wrongful conduct alleged herein;
- 7        (c)        Defendants have not complied with the statutory requirements for the election  
8                   and/or appointment of board members of the corporation, as detailed herein.  
9                   Plaintiffs, as members of ICN, have been improperly excluded from the  
10                  management of ICN's affairs;
- 11       (d)        ICN can no longer operate effectively in the community and there is a danger  
12                  that its property, including all assets, will be impaired or lost, and its reputation  
13                  destroyed;
- 14       (e)        Defendants have, at minimum, converted the assets of ICN to their own personal  
15                  use, failed to comply with the Corporations Code in purportedly establishing a  
16                  Board of Directors, and failed to account for any of the corporate monies  
17                  received, making court supervision of a board election wholly appropriate under  
18                  the circumstances;
- 19       (f)        Without such supervision, Defendants' wrongful conduct will continue to cause  
20                  significant injury to Plaintiffs and to ICN.

21       WHEREFORE, Plaintiffs pray for judgment as set forth below.

22       ///

23       ///

24       ///

25       ///

26       ///

27       ///

28       ///

1 **SECOND CAUSE OF ACTION**

2 **REQUEST FOR APPOINTMENT OF RECEIVER**

3 **(Brought individually, and as a Derivative Action on behalf of Islamic Center, Northridge**  
4 **Against All Director Defendants, the Islamic Center, Northridge and DOES 1-50, inclusive)**

5 29. Plaintiffs reallege paragraphs 1 through 28 above and incorporate them by this reference  
6 as though fully set forth herein.

7 30. As stated herein, the Director Defendants, ICN, and DOES 1-50, inclusive, and each of  
8 them have, among other things, converted the assets of ICN to their own personal use, failed to  
9 comply with the Corporations Code in numerous respects, and failed to account for any of the  
10 corporate monies received.

11 31. The appointment of a receiver is necessary and authorized under Code of Civil  
12 Procedure section 564 to preserve the property and rights of the members of ICN.

13 32. The court has jurisdiction to appoint a receiver under the allegations stated herein in  
14 order to place the assets of the corporation in safe hands.

15 WHEREFORE, Plaintiffs pray for judgment as set forth below.

16  
17 **THIRD CAUSE OF ACTION**

18 **AN ACCOUNTING**

19 **(Brought individually, and as a Derivative Action on behalf of Islamic Center, Northridge**  
20 **Against All Director Defendants, the Islamic Center, Northridge and DOES 1-50, inclusive)**

21 33. Plaintiffs reallege paragraphs 1 through 32 above and incorporate them by this  
22 reference as though fully set forth herein.

23 34. Defendants have failed to fully and properly account for deposits to, or  
24 disbursements from, ICN accounts, and have similarly failed to account for donations, including,  
25 without limitation, cash donations, and rents received from ICN-owned income property. The  
26 propriety of the items and amounts of disbursements from ICN accounts, the amount of money  
27 owing to ICN and Plaintiffs, and the respective balances, credits and debits from the corporate  
28 accounts can not be ascertained without a full accounting and itemization of the disbursements from

1 the accounts, as well as an accounting of income from donations, rents and other sources.  
2 Defendants should thus be required to provide a full and complete accounting thereof.

3 WHEREFORE, Plaintiffs pray for judgment as set forth below.  
4

5 **FOURTH CAUSE OF ACTION**

6 **DECLARATORY RELIEF (AS TO MEMBERSHIP STATUS OF PLAINTIFFS)**

7 **(Brought individually, and as a Derivative Action on behalf of Islamic Center, Northridge**  
8 **Against All Director Defendants, the Islamic Center, Northridge, and DOES 1-50, inclusive)**

9 35. Plaintiffs reallege paragraphs 1 through 34 above, and incorporate them by this  
10 reference as though fully set forth herein.

11 36. An actual controversy exists between the parties concerning the membership status  
12 of Plaintiffs. Plaintiffs contend that they have satisfied any legitimate membership criteria, are ICN  
13 members, and should be recognized as such. On information and belief, Plaintiffs allege that  
14 Defendants dispute or deny that Plaintiffs are members of ICN.

15 37. Plaintiffs request an order from this Court finding and declaring that Plaintiffs are  
16 members of ICN in good standing.

17 WHEREFORE, Plaintiffs pray for judgment as set forth below.  
18

19 **FIFTH CAUSE OF ACTION**

20 **DECLARATORY RELIEF (AS TO MEMBERSHIP CRITERIA)**

21 **(Brought individually, and as a Derivative Action on behalf of Islamic Center, Northridge**  
22 **Against All Director Defendants, Islamic Center, Northridge, and DOES 1-50, inclusive)**

23 38. Plaintiffs reallege paragraphs 1 through 37 above, and incorporate them by this  
24 reference as though fully set forth herein.

25 39. An actual controversy exists between the parties concerning the criteria for ICN  
26 membership. Plaintiffs contend that the criteria for membership are as follows: Membership is  
27 open to all those who believe in the religion of Islam; prospective members must be endorsed for  
28 membership by two active members who have been members for at least one year; members must

1 pay annual dues; members must be at least eighteen (18) years of age. As alleged herein,  
2 Defendants have failed and refused to apply the foregoing criteria for ICN membership, or any  
3 consistent criteria whatsoever, instead accepting or rejecting membership applications for arbitrary  
4 or self-serving reasons.

5 40. Plaintiffs request a judicial declaration of the criteria for ICN membership, or  
6 alternatively, for an order directing ICN to decide upon and publish membership criteria through a  
7 vote of the members or other legitimate legal process;

8 WHEREFORE, Plaintiffs pray and demands judgment against Defendants as follows.

9  
10 **SIXTH CAUSE OF ACTION**

11 **DECLARATORY RELIEF (AS TO CORPORATE BYLAWS)**

12 **(Brought individually, and as a Derivative Action on behalf of Islamic Center, Northridge**  
13 **Against All Director Defendants, Islamic Center, Northridge and DOES 1-50, inclusive)**

14 41. Plaintiffs reallege paragraphs 1 through 40 above, and incorporate them by this  
15 reference as though fully set forth herein.

16 42. An actual controversy exists between the parties concerning the corporate bylaws.  
17 On information and belief, Plaintiffs contend that ICN bylaws have never been duly approved and  
18 therefore legitimate bylaws do not exist. Defendants, as alleged herein, purport to act under  
19 authority of the corporation bylaws, or purport to change the corporate bylaws from time to time as  
20 they please.

21 43. Plaintiffs request a judicial declaration as to whether the purported bylaws attached  
22 to this complaint as Exhibit B, Exhibit C, or otherwise, are valid and enforceable. Alternatively,  
23 Plaintiffs request an order directing ICN to adopt and publish bylaws through a vote of the members  
24 or other legitimate legal process.

25 WHEREFORE, Plaintiffs pray and demands judgment against Defendants as follows.

26 ///

27 ///

28 ///

## 1

## 2

3

4

5

6

7

## 8

o

10

11

12

13

14

14

1

1

1

1

2

2

2

2

2

2

2

49. While Defendants originally came into the possession of the converted property lawfully, they then improperly retained it, and applied it to their use, despite Plaintiffs' objections.

50. As a direct and proximate result of Defendants' unlawful exercise of dominion as described herein, Plaintiffs have been damaged, in a sum to be determined at trial.

51. In converting the property as described herein, Defendants acted with oppression, fraud and malice, and with conscious disregard for the rights of Plaintiffs. Pursuant to *Civil Code* section 3294, Defendants' conduct is subject to the imposition of punitive or exemplary damages.

WHEREFORE, Plaintiffs pray for judgment as set forth below.

### NINTH CAUSE OF ACTION

## UNJUST ENRICHMENT

(Brought individually, and as a Derivative Action on behalf of Islamic Center, Northridge

**Against All Defendants and DOES 1-50 inclusive)**

52. Plaintiffs reallege paragraphs 1 through 51 above and incorporate them by this reference as though fully set forth herein.

53. Defendants diverted and personally received the benefit of substantial payments and other property from Plaintiffs and other members of ISLAMIC CENTER, NORTHRIDGE as alleged herein, to which they were not entitled.

54. Defendants are required to make restitution of the funds and the value of benefits wrongfully received because it is unjust for Defendants to personally retain it.

WHEREFORE, Plaintiffs pray for judgment as set forth below.

### TENTH CAUSE OF ACTION

## BREACH OF EMPLOYMENT CONTRACT

(Brought as a Derivative Action on behalf of Islamic Center, Northridge Against Defendants)

**QAZI FAZLULLAH, QARI YOUSUF, and DOES 1-50, inclusive)**

55. Plaintiff ICN realleges paragraphs 1 through 54 above and incorporates them by this reference as though fully set forth herein.

1           56. Plaintiff is informed and believes, and thereon alleges, that ICN entered into  
2 contracts of employment with Defendants QAZI FAZLULLAH and QARI YOUSUF. Due to the  
3 difficulty in obtaining any records from ICN, including employment contracts, for the reasons  
4 described herein, Plaintiff is ignorant of the precise terms and conditions of said employment  
5 contracts.

6           57. Plaintiff is informed and believes, and thereon alleges, that Plaintiff performed all  
7 the duties and conditions of the employment contracts with Defendants.

8           58. Plaintiff is informed and believes, and thereon alleges, that Defendants have  
9 materially breached the aforementioned contracts of employment.

10          59. As a direct and proximate result of Defendants' breach of their employment  
11 contracts, Plaintiff has been deprived of the rights and benefits under the contract to which it is  
12 entitled, and has incurred damages according to proof.

13           WHEREFORE, Plaintiffs pray and demand judgment against Defendants as follows.

14  
15                                   **ELEVENTH CAUSE OF ACTION**

16                                   **BREACH OF FIDUCIARY DUTY**

17           **(Brought individually, and as a Derivative Action on behalf of Islamic Center, Northridge**  
18           **Against Defendants QAZI FAZLULLAH, QARI YOUSUF, and DOES 1-50, inclusive)**

19          60. Plaintiffs reallege paragraphs 1 through 59 above and incorporate them by this  
20 reference as though fully set forth herein.

21          61. Defendants QAZI FAZLULLAH and QARI YOUSUF are employees of ICN akin to  
22 high-level supervisors or managers, being the leaders and religious directors (imams) of the  
23 Granada Hills Mosque and the Tampa Mosque, respectively, such that they owe a fiduciary duty to  
24 ICN and Plaintiffs, including a duty of undivided loyalty.

25          62. Defendants QAZI FAZLULLAH, QARI YOUSUF and DOES 1 through 50, and  
26 each of them, have breached the fiduciary duty owed Plaintiffs by, among other things,  
27 misappropriating ICN and member property; driving away longstanding members in favor of a  
28 relatively small number of loyalists; usurping control of ICN from the board and from the

1 membership; and engaging in all the conduct described in detail at paragraphs 25 and 26 herein.

2 63. As a direct and proximate result of Defendants' breach of fiduciary duty as described  
3 herein, Plaintiffs have been damaged, in a sum to be determined at trial.

4 64. Defendants' conduct was fraudulent, malicious and oppressive, and therefore  
5 punitive and exemplary damages should be imposed against Defendants QAZI FAZLULLAH and  
6 QARI YOUSUF in favor of Plaintiffs in amounts according to proof.

7 WHEREFORE, Plaintiffs pray for judgment as set forth below.

8  
9 **TWELFTH CAUSE OF ACTION**

10 **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

11 **(Brought as a Derivative Action on behalf of Islamic Center, Northridge Against Defendants**

12 **QAZI FAZLULLAH, QARI YOUSUF, and DOES 1-50, inclusive)**

13 65. Plaintiff ICN realleges paragraphs 1 through 64 above and incorporates them by this  
14 reference as though fully set forth herein.

15 66. Every contract, including a contract of employment, contains an implied covenant of  
16 good faith and fair dealing that neither party will do anything which will deprive the other party of  
17 the benefits of the contract, and that each party will do everything the contract presupposes that  
18 party will do to accomplish its purpose.

19 67. Defendants did not fulfill their commitments, whether express or implied, contained  
20 within their employment contracts with ICN. Defendants have, among other things,  
21 misappropriated ICN and member property; driven away longstanding members in favor of a  
22 relatively small number of loyalists; usurped control of ICN from the board and from the  
23 membership; and engaged in all the conduct described in detail at paragraphs 25 and 26 herein.

24 68. In doing the acts described herein, Defendants, including DOES 1 through 50,  
25 breached the covenant of good faith and fair dealing implied in their employment contracts with  
26 ICN.

27 69. As a direct and proximate result of Defendants' material breaches of the implied  
28 covenant of good faith and fair dealing, Plaintiff has suffered damages in an amount to be



1 determined at trial.

2 WHEREFORE, Plaintiffs pray for judgment as set forth below.

3  
4 **THIRTEENTH CAUSE OF ACTION**

5 **NEGLIGENCE**

6 **(Brought individually, and as a Derivative Action on behalf of Islamic Center, Northridge**  
7 **Against All Defendants and DOES 1-50, inclusive)**

8 70. Plaintiffs reallege paragraphs 1 through 69 above and incorporate them by this  
9 reference as though fully set forth herein.

10 71. As directors of Plaintiff ISLAMIC CENTER, NORTHRIDGE, the Director  
11 Defendants owed a duty of care to ISLAMIC CENTER, NORTHRIDGE and to Plaintiffs as  
12 community members. As employees of ICN purportedly serving as spiritual leaders (imams),  
13 Defendants QAZI FAZLULLAH and QARI YOUSUF owed a duty of care to ICN and to Plaintiffs  
14 as community members.

15 72. Defendants negligently failed to fulfill their duties by engaging in the conduct  
16 described herein.

17 73. As a direct and proximate result of the above-described negligence, carelessness and  
18 recklessness by Defendants, Plaintiffs have sustained substantial damages, the exact nature and full  
19 extent of which have yet to be ascertained.

20 WHEREFORE, Plaintiffs pray for judgment as set forth below.

21  
22 **FOURTEENTH CAUSE OF ACTION**

23 **ASSAULT (COUNT 1)**

24 **(Plaintiff MANZAR QURESHI as against Defendants QAZI FAZLULLAH, ZULFIQAR ALI**  
25 **KHAN, MAHMOOD PAYIND, and DOES 40-100)**

26 74. Plaintiff MANZAR QURESHI realleges paragraphs 1 through 73 above and  
27 incorporates them by this reference as though fully set forth herein.

28 75. In approximately September 2008, Plaintiff QURESHI was called into an ICN office

1 by Defendants ZULFIQAR KHAN and MAHMOOD PAYIND (purportedly for a meeting) and was  
2 instead locked inside the office by force, against his will. Defendants ZULFIQAR and MAHMOOD  
3 threatened Plaintiff QURESHI with physical harm.

4 76. In approximately November 2009, Plaintiff QURESHI was followed by two men,  
5 alleged to be disciples of Defendant FAZLULLAH, while walking through the ICN parking lot. The  
6 two men approached closely and threatened to kill Plaintiff QURESHI if he continued to speak  
7 against Defendant FAZLULLAH.

8 77. On information and belief, the assaults took place at the instruction, direction,  
9 assistance, and/or participation of Defendants QAZI FAZLULLAH, ZULFIQAR ALI KHAN,  
10 and/or MAHMOOD PAYIND. On information and belief, Defendants aided and abetted the acts  
11 alleged herein.

12 78. Defendants' conduct was intentional, willful, wanton, and malicious. Plaintiff  
13 QURESHI reasonably believed he was about to be struck in a harmful and offensive manner by  
14 Defendants. A reasonable person in Plaintiff's situation would have been offended by the threatened  
15 violent touching.

16 79. At no time during the events described herein, nor at any time prior thereto, did  
17 Plaintiff QURESHI consent to any of Defendants' threatened conduct.

18 80. As a direct and proximate result of Defendants' threats as aforesaid, coupled with  
19 their present ability to carry them out, Plaintiff QURESHI felt the imminent apprehension of such  
20 contact, and therefore suffered distress, damages, and other injuries to his person, in an amount to  
21 be shown according to proof.

22 81. As a direct, legal and proximate result of the actions of the Defendants, Plaintiff  
23 QURESHI has sustained damages, the exact nature and full extent of which has yet to be  
24 ascertained.

25 82. Plaintiff is informed and believes that the aforesaid acts directed towards the Plaintiff  
26 were done with a conscious disregard of Plaintiff's right to be free from such tortious and criminal  
27 behavior, such as to constitute oppression, fraud or malice pursuant to California *Civil Code* section  
28 3294, entitling Plaintiff to punitive damages in an amount appropriate to punish and set an example

1 of said Defendants.

2 WHEREFORE, Plaintiffs pray for judgment as set forth below.

3  
4 **FIFTEENTH CAUSE OF ACTION**

5 **ASSAULT (COUNT 2)**

6 **(Plaintiff MOBIN QAISER as against Defendants ZULFIQAR ALI KHAN,**  
7 **MOHAMMAD NASIM ZAMANI, QAZI FAZLULLAH, QARI YOUSUF, FAHIM H.**  
8 **KHALIL and DOES 40-100)**

9 83. Plaintiff MOBIN QAISER realleges paragraphs 1 through 82 above and incorporates  
10 them by this reference as though fully set forth herein.

11 84. In approximately December 2009, Plaintiff MOBIN QAISER was physically  
12 attacked by a crowd of approximately 20 to 30 followers of the Defendants, led by Defendant  
13 ZULFIQAR ALI KHAN, MOHAMMAD NASIM ZAMANI, and FAHIM H. KHALIL. Plaintiff  
14 attended prayers at the Tampa Mosque that day and was confronted by Defendants ZULFIQAR  
15 ALI KHAN announcing the greatness of Defendant FAZLULLAH. When Plaintiff QAISER quietly  
16 disagreed, he was met with an angry crowd of Defendant FAZLULLAH's followers, led by  
17 Defendants ZULFIQAR ALI KHAN, MOHAMMAD NASIM ZAMANI, and FAHIM H. KHALIL.  
18 Defendants screamed, among other things: "We are going to kill non-Muslim people!" and "Kill  
19 this bastard [Plaintiff QAISER]!" Confined and restrained to the mob's bounded area, Plaintiff  
20 QAISER was hit, pushed, bullied, teased, and injured in the mob's attack.

21 85. On or about the same day as the mob attack described above, at approximately  
22 6:35 p.m. in the evening, Plaintiff QAISER received a telephone call from Defendant QARI  
23 YOUSUF. Defendant YOUSUF interrogated Plaintiff QAISER about whom he had spoken with at  
24 the Tampa Mosque that day and what had occurred. Defendant YOUSUF proceeded to defend the  
25 actions of the mob. Further, Defendant YOUSUF reminded Plaintiff QAISER that QAISER's  
26 friends had been beaten up and physically assaulted in the past, and that those incidents should not  
27 be forgotten, suggesting that QAISER would be next. Defendant YOUSUF warned Plaintiff  
28 QAISER not to get involved with Defendant FAZLULLAH.

1           86.    On information and belief, the assaults took place at the instruction, direction,  
2 assistance, and/or participation of Defendants QAZI FAZLULLAH, ZULFIQAR ALI KHAN,  
3 MOHAMMAD NASIM ZAMANI, QARI YOUSUF, and/or FAHIM H. KHALIL. On information  
4 and belief, Defendants each aided and abetted the acts alleged herein

5           87.    Defendants' conduct was intentional, willful, wanton, and malicious. Plaintiff  
6 QAISER reasonably believed he was about to be struck in a harmful and offensive manner by  
7 Defendants. A reasonable person in Plaintiff's situation would have been offended by the threatened  
8 violent touching.

9           88.    At no time during the events described herein, nor at any time prior thereto, did  
10 Plaintiff QAISER consent to any of Defendants' threatened conduct.

11           89.    As a direct and proximate result of Defendants' threats as aforesaid, coupled with  
12 their present ability to carry them out, Plaintiff QAISER felt the imminent apprehension of such  
13 contact, and therefore suffered distress, damages, and other injuries to his person, in an amount to  
14 be shown according to proof.

15           90.    As a direct, legal and proximate result of the actions of the Defendants, Plaintiff  
16 QAISER has sustained damages, the exact nature and full extent of which has yet to be ascertained.

17           91.    Plaintiff is informed and believes that the aforesaid acts directed towards the Plaintiff  
18 were done with a conscious disregard of Plaintiff's right to be free from such tortious and criminal  
19 behavior, such as to constitute oppression, fraud or malice pursuant to California *Civil Code* section  
20 3294, entitling Plaintiff to punitive damages in an amount appropriate to punish and set an example  
21 of said Defendants.

22           WHEREFORE, Plaintiffs pray for judgment as set forth below.

23    ///

24    ///

25    ///

26    ///

27    ///

28    ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

23  
24  
25  
26  
27  
28

28

1 **SEVENTEENTH CAUSE OF ACTION**

2 **FALSE IMPRISONMENT**

3 **(Plaintiffs MANZAR QURESHI and MOBIN QAISER as against Defendants ZULFIQAR**  
4 **ALI KHAN, MOHAMMAD NASIM ZAMANI, QAZI FAZLULLAH, QARI YOUSUF,**  
5 **FAHIM H. KHALIL, MAHMOOD PAYIND and DOES 40-100)**

6 98. Plaintiffs MANZAR QURESHI and MOBIN QAISER reallege paragraphs 1 through  
7 97 above and incorporate them by this reference as though fully set forth herein.

8 99. As set forth more fully above, and incorporated herein, Defendants exercised force  
9 and/or threats of force to intentionally and physically restrain, detain and confine Plaintiffs. The  
10 intended purpose of the restraints were to forcibly prohibit, confine, and restrain Plaintiffs from  
11 leaving the bounded area.

12 100. Said confinements were designed to prohibit Plaintiffs from leaving the bounded  
13 area by physical force and/or physical barriers in efforts to confine, restrain, intimidate and scare  
14 Plaintiffs. The confinements were unjustified and against Plaintiffs' free will, causing Plaintiffs  
15 harm by robbing them of their freedom and placing them in fear of their health and safety.

16 101. On information and belief, the confinements took place at the instruction, direction,  
17 assistance, and/or participation of Defendants QAZI FAZLULLAH, ZULFIQAR ALI KHAN,  
18 MOHAMMAD NASIM ZAMANI, QARI YOUSUF, FAHIM H. KHALIL and/or MAHMOOD  
19 PAYIND. On information and belief, Defendants each aided and abetted the acts alleged herein

20 102. As a direct, legal and proximate result of Defendants' actions, Plaintiffs QURESHI  
21 and QAISER sustained damages, the exact nature and full extent of which has yet to be ascertained.  
22 Plaintiffs QURESHI and QAISER have incurred significant losses, expenses, and other damages,  
23 including severe emotional distress, which would not have otherwise been incurred, in an amount to  
24 be determined according to proof at trial.

25 103. Plaintiffs are informed and believe that the aforesaid acts directed towards Plaintiffs  
26 were acts were done with a conscious disregard of Plaintiffs' rights to be free from such tortious and  
27 criminal behavior, such as to constitute oppression, fraud or malice pursuant to California *Civil*  
28 *Code* section 3294, entitling Plaintiffs to punitive damages in an amount appropriate to punish and

1 set an example of said Defendants.

2 WHEREFORE, Plaintiffs pray for judgment as set forth below.

3  
4 **EIGHTEENTH CAUSE OF ACTION**

5 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

6 **(Plaintiffs MANZAR QURESHI and MOBIN QAISER as against Defendants ZULFIQAR**  
7 **ALI KHAN, MOHAMMAD NASIM ZAMANI, QAZI FAZLULLAH, QARI YOUSUF,**  
8 **FAHIM H. KHALIL, MAHMOOD PAYIND and DOES 40-100)**

9 104. Plaintiffs MANZAR QURESHI and MOBIN QAISER reallege paragraphs 1 through  
10 103 above and incorporate them by this reference as though fully set forth herein.

11 105. Defendants ZULFIQAR ALI KHAN, MOHAMMAD NASIM ZAMANI, QAZI  
12 FAZLULLAH, QARI YOUSUF, FAHIM H. KHALIL, and MAHMOOD PAYIND's conduct, as  
13 alleged herein, constitutes extreme and outrageous conduct.

14 106. Defendants' actions were intentional. Defendants intended to cause Plaintiffs serious  
15 and severe emotional distress. Defendants knew that their conduct was substantially certain to cause  
16 Plaintiffs to suffer severe emotional distress.

17 107. In the alternative, Defendants acted with reckless disregard of the probability that  
18 Plaintiffs would suffer emotional distress. Defendants recklessly disregarded the probable effects of  
19 their conduct.

20 108. On information and belief, Defendants' extreme and outrageous conduct occurred  
21 with the instruction, direction, assistance, and/or participation of Defendants QAZI FAZLULLAH,  
22 ZULFIQAR ALI KHAN, MOHAMMAD NASIM ZAMANI, QARI YOUSUF, FAHIM H.  
23 KHALIL and/or MAHMOOD PAYIND. On information and belief, Defendants each aided and  
24 abetted the acts alleged herein resulting in Plaintiffs suffering severe emotional distress.

25 109. Plaintiffs suffered severe and substantial emotional distress as a result of Defendants  
26 conduct. Plaintiffs' distress was so substantial that no reasonable person should be expected to bear  
27 such distress.

1           110. As a direct, legal and proximate result of the aforementioned actions by Defendants,  
2 Plaintiffs have sustained substantial damages, the exact nature and full extent of which has yet to be  
3 ascertained. Plaintiffs have incurred significant losses, expenses and other damages that would not  
4 have been incurred, in an amount to be determined at trial.

5           WHEREFORE, Plaintiffs pray for judgment as set forth below.

6  
7                                   **NINETEENTH CAUSE OF ACTION**

8                                   **CIVIL CONSPIRACY**

9           **(Brought individually, and as a Derivative Action on behalf of Islamic Center, Northridge**

10                               **Against All Defendants and DOES 30-100, inclusive)**

11           111. Plaintiffs reallege paragraphs 1 through 110 above and incorporate them by this  
12 reference as though fully set forth herein.

13           112. Plaintiffs are informed and believe, and thereon allege, that Defendants knowingly  
14 and willfully conspired and agreed among themselves to engage in the conduct described herein.  
15 This plot was formed and carried out without the knowledge or consent of Plaintiffs. Defendants  
16 effectuated the conspired plan by engaging in the conduct described herein.

17           113. Defendants formed, operated, and participated in the conspiracy to injure Plaintiffs  
18 for their own benefit.

19           114. As a direct, legal and proximate result of Defendants' aforementioned actions,  
20 Plaintiffs sustained damages, the exact nature and full extent of which has yet to be ascertained.  
21 Plaintiffs have incurred significant losses, expenses, and other damages which would not have  
22 otherwise been incurred, in an amount to be determined at trial.

23           115. The aforementioned acts of the Defendants were willful, wanton, and malicious  
24 taken with the intent to further the conspiracy, and thus justify the awarding of exemplary and  
25 punitive damages in a sum according to proof at the time of trial.

26           WHEREFORE, Plaintiffs pray for judgment as set forth below.

27           ///

28           ///



1 WHEREFORE, Plaintiffs pray and demand judgment against Defendants as follows:

2 **As to the First Cause of Action:**

3 Violation of Corporations Code § 9143

- 4 1. For restitution of any and all property improperly diverted by Defendants;
- 5 2. For an Order requiring that any property donated for a specific purpose be used for
- 6 that purpose;
- 7 3. For costs of suit herein; and
- 8 4. For any such other and further relief the Court determines is just and proper.

9 Violation of Corporations Code § 9151

- 10 1. For a determination of the validity of any purported changes to the bylaws specifying
- 11 or changing a fixed number of directors; any bylaw specifying or changing or the
- 12 maximum or minimum number of directors; and any bylaw specifying or changing
- 13 the composition of the ICN Board from a fixed to a variable board or vice versa;
- 14 2. For an Order fixing a date for hearing **within five (5) days of the filing of this**
- 15 **Complaint** to determine the validity of the purported appointment and/or election of
- 16 the Director Defendants, pursuant to Corporations Code section 9418;
- 17 3. For an Order specifying the person(s), if any, entitled to the office of director of ICN,
- 18 or in the alternative, an Order requiring that a new election be held or appointment
- 19 made;
- 20 4. For costs of suit herein; and
- 21 5. For any such other and further relief the Court determines is just and proper.

22 Violation of Corporations Code § 9160

- 23 1. For an Order requiring that the original or a copy of ICN's articles and bylaws as
- 24 amended to date be returned to, and maintained at, ICN's principal office;
- 25 2. For an Order requiring Defendants to permit members to inspect ICN's articles and
- 26 bylaws immediately;

3. For appointment of one or more competent independent accountants to audit the financial statements of ICN and Defendants, and to report their findings to this Court and Plaintiffs, pursuant to Corporations Code section 9514(a);
4. For an Order requiring that ICN and Defendants produce for the appointed accountants all books and documents in their custody or power, under penalty of punishment for contempt of court, pursuant to Corporations Code section 9514(b);
5. For an Order requiring that all expenses of the investigation or audit be paid by the corporation, pursuant to Corporations Code section 9514(c);
6. For reimbursement of all expenses, as provided by Corporations Code section 9514(c);
7. For cost of suit herein including pre-judgment interest;
8. For costs of suit herein; and
9. For any such other and further relief the Court determines is just and proper.

Violation of Corporations Code §§ 9210 and 9220(a)

1. For an Order designating the time and place of a special meeting of members for the purpose of electing members to the Board of Directors of the corporation, pursuant to Corporations Code section 9411(c);
2. For an Order designating the record date for a determination of members entitled to vote for candidates for the Board of Directors;
3. For an Order specifying the form of notice for the special meeting of members;
4. For costs of suit herein; and
5. For any such other and further relief the Court determines is just and proper.

Violation of Corporations Code § 9510(a)

1. For an Order requiring that adequate and correct books and records of account be produced and maintained beginning immediately;
2. For an Order requiring that proper minutes of any and all meetings of members, the Board of Directors and Committees of the Board, if any, be produced and maintained;

3. For an Order requiring that a record of the corporation's members (including names, addresses and the class of membership held by each, as applicable) be produced and maintained;
4. For reimbursement of all expenses, as provided by Corporations Code section 9514(c);
5. For cost of suit herein including pre-judgment interest;
6. For costs of suit herein; and
7. For any such other and further relief the Court determines is just and proper.

Violation of Corporations Code § 9414

1. For a Court Order calling a meeting of the corporation's members and Board; or
2. For a Court Order authorizing the use of a written ballot or other form of obtaining the vote of members; and
3. A determination by this Court of the corporation's current members and directors;
4. For costs of suit herein; and
5. For any such other and further relief the Court determines is just and proper.

Violation of Corporations Code § 9418

1. For Court supervision of the election and/or appointment of at least five (5) directors to the ICN Board of Directors, pursuant to Corporations Code section 9418(c).  
Plaintiffs further request that, if such directors are appointed, that the appointed directors be selected from the group of Plaintiffs prosecuting the instant action;
2. For a Court Order authorizing any directors elected or appointed under the supervision of this Court to have all rights and powers of a director for one (1) year; or until another election is held in compliance with the Corporations Code; or until a date agreed upon by all parties to this action by stipulation;
3. For such orders as to any and all matters concerning the election of a board of directors for the corporation for the protection of Plaintiffs, and for ICN's creditors, if any, as justice and equity may require;

4. For exemplary damages for Defendants' fraudulent and malicious violation of the California Nonprofit Corporation Law (Corp C § 9243(h)(3));
5. For costs of suit herein; and
6. For any such other and further relief the Court determines is just and proper.

**As to the Second Cause of Action:**

1. For an Order appointing a receiver to take charge of the corporation and effects thereof; to collect the debts and property due and belonging to the corporation; to recover possession from occupants of ICN-owned property not authorized to live there; to pay the outstanding debts thereof; and to manage the moneys and other property that shall remain in compliance with the vote of a majority of the corporation's members, until such time as a Board of Directors is properly elected or appointed by the court or otherwise;
2. For costs of suit herein; and
3. For any such other and further relief as the Court determines is just and proper.

**As to the Third Cause of Action:**

1. For an order of this Court requiring Defendants to provide an accounting;
2. For costs of suit herein; and
3. For any such other and further relief the Court determines is just and proper.

**As to the Fourth Cause of Action:**

1. For an order from this Court finding and declaring that Plaintiffs are members of ICN in good standing;
2. For costs of suit herein; and
3. For any such other and further relief the Court determines is just and proper.

**As to the Fifth Cause of Action:**

1. For a judicial declaration of the criteria for ICN membership, or alternatively, for an order directing ICN to adopt and publish membership criteria through a vote of the members or other legitimate legal process;
2. For costs of suit herein; and

- 1           3.     For any such other and further relief the Court determines is just and proper.

2     **As to the Sixth Cause of Action:**

- 3           1.     For a judicial declaration as to whether the purported bylaws attached to this  
4                 complaint as Exhibit B, Exhibit C, or otherwise, are valid and enforceable, or  
5                 alternatively, for an order directing ICN to adopt and publish bylaws through a vote  
6                 of the members or other legitimate legal process.
- 7           2.     For costs of suit herein; and
- 8           3.     For any such other and further relief the Court determines is just and proper.

9     **As to the Seventh Cause of Action:**

- 10          1.     For an order reforming ICN's bylaws so as to eliminate any provisions inconsistent with  
11                 the California Nonprofit Corporation Law or other applicable law, according to proof;
- 12          2.     For costs of suit herein; and
- 13          3.     For any such other and further relief as the Court determines is just and proper.

14     **As to the Eighth Cause of Action:**

- 15          1.     For an Order requiring Defendants to return the converted property or its specific  
16                 value, plus damages for the time of retention;
- 17          2.     For damages under California Civil Code section 3336;
- 18          3.     For an Order preventing Defendant from wrongfully dissipating the converted  
19                 property;
- 20          4.     For punitive and exemplary damages according to proof;
- 21          5.     For an equitable lien and/or a constructive trust;
- 22          6.     For the appointment of a referee for the taking of an accounting;
- 23          7.     For costs of suit herein; and
- 24          8.     For any such other and further relief as the Court determines is just and proper.

25     **As to the Ninth Cause of Action:**

- 26          1.     For an Order requiring Defendants to make restitution of the funds and the value of  
27                 the benefits wrongfully received;
- 28          2.     For an equitable lien and/or a constructive trust;

1           3.     For costs of suit herein; and

2           4.     For any such other and further relief the Court determines is just and proper.

3     **As to the Tenth Cause of Action:**

4           1.     For compensatory damages according to proof;

5           2.     For costs of suit herein; and

6           3.     For any such other and further relief as the Court determines is just and proper.

7     **As to the Eleventh Cause of Action:**

8           1.     For compensatory damages according to proof;

9           2.     For punitive and exemplary damages according to proof;

10          3.     For costs of suit herein; and

11          4.     Any such other and further relief as the Court determines is just and proper.

12    **As to the Twelfth Cause of Action:**

13          1.     For compensatory damages according to proof;

14          2.     For costs of suit herein; and

15          3.     For any such other and further relief as the Court determines is just and proper.

16    **As to the Thirteenth Cause of Action:**

17          1.     For compensatory damages according to proof;

18          2.     For costs of suit herein; and

19          3.     For any such other and further relief the Court determines is just and proper.

20    **As to the Fourteenth Cause of Action:**

21          1.     For general damages according to proof;

22          2.     For compensatory damages according to proof;

23          3.     For special damages according to proof;

24          4.     For punitive damages according to proof;

25          5.     For cost of suit herein including pre-judgment interest; and

26          6.     For any such other and further relief the Court deems proper.

27    **As to the Fifteenth Cause of Action:**

28          1.     For general damages according to proof;

2. For compensatory damages according to proof;
3. For special damages according to proof;
4. For punitive damages according to proof;
5. For cost of suit herein including pre-judgment interest; and
6. For any such other and further relief the Court deems proper.

**As to the Sixteenth Cause of Action:**

1. For general damages according to proof;
2. For compensatory damages, including pain and suffering, according to proof;
3. For special damages according to proof;
4. For punitive damages according to proof;
5. For cost of suit herein including pre-judgment interest; and
6. For any such other and further relief the Court deems proper.

**As to the Seventeenth Cause of Action:**

1. For general damages according to proof;
2. For compensatory damages according to proof;
3. For special damages according to proof;
4. For punitive damages according to proof;
5. For cost of suit herein including pre-judgment interest; and
6. For any such other and further relief the Court deems proper.

**As to the Eighteenth Cause of Action:**

1. For general damages according to proof;
2. For special damages according to proof;
3. For compensatory damages according to proof;
4. For punitive and exemplary damages according to proof;
5. For cost of suit herein including pre-judgment interest; and
6. For any such other and further relief as the Court determines is just and proper.

**As to the Nineteenth Cause of Action:**

1. For general damages according to proof;

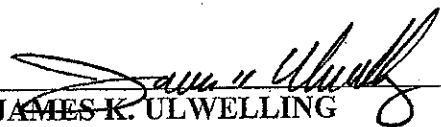
2. For compensatory damages according to proof;
3. For special damages according to proof;
4. For punitive damages according to proof;
5. For cost of suit herein including pre-judgment interest; and
6. For any such other and further relief as the Court determines is just and proper.

Respectfully submitted,

Dated: March 8, 2010

ULWELLING | SIDDIQUI LLP

By:

  
JAMES K. ULWELLING  
DANIEL M. JOSEPHSON  
ANNIE VENTOCILLA  
OMAR A. SIDDIQUI

Attorneys for Plaintiffs,  
SHAHZAD M. QUDDUSI; SYED  
MUKHTAR; AHTESHAM ASIF; ASIF  
ANSARI; FAZAL CHAUDHRY; IBRAHIM  
SYED; INTEKHAB I. SHAIKH; ISHRAT  
SIDDIQUI; ISRAR SYED; MAIRAJ  
AHMED; MANZAR QURESHI; MASOOD  
RANA; MOHAMMAD A. HYE;  
MOHAMMAD ANWAR; MOHAMMAD  
RIAZ; MOHAMMAD SAFIR; MOHAMMED  
A.W. KHAN; MOHAMMED GHAZNAVI;  
MOHAMMED ISHTIAQ; MUHAMMAD  
KHALID KHAN; MOBIN QAISER; NURUZ  
JAMAN; NOOR MOHAMMED KARIM;  
PERVEZ ASLAM; PERVEZ MAHMUD;  
RANA IFTIKHAR AHMAD; SHAHAB UD  
DIN; SYED KAZI; and TASWEER HAYAT;  
on behalf of themselves and, as a derivative  
action, on behalf of ISLAMIC CENTER,  
NORTHRIDGE